

EXHIBIT A



Robert Bautista
[REDACTED]

08/22/2022

Dear Robert:

Thank you for your interest in PricewaterhouseCoopers LLP (the "Firm") and the time you have spent assessing your career opportunities with us. I am pleased to extend to you an offer to join the Firm. Although the following is a brief summary of our offer, the complete terms and conditions of our offer are set forth in the Employment Agreement sent electronically with this letter. In the event of any discrepancy between the terms set forth in this letter and the terms set forth in the Employment Agreement, the Employment Agreement will control.

- Position Level: Associate
- Office: Las Vegas, Nevada
- Season: Summer/Fall 2022 - Your exact start date will be provided at a later date.
- Starting Salary [REDACTED] annually, paid semi-monthly.
- Starting Salary Adjustment: The amount of your starting salary is subject to change, either upward or downward, prior to your start date. You will be notified in writing prior to your start date of any such adjustments.
- Incentive Compensation: As outlined in the Employment Agreement.
- Review Courses and Exams: Please refer to the Credentialing Policy sent electronically with this letter ("Credentialing Policy") for information on the Firm's Credentialing Policy.
- Vacation and Benefits: Please see the Staff Benefits Summary that was sent electronically with this letter.

Ethics, Independence & Other Compliance Responsibilities

Like many other firms and organizations, employees of the Firm are subject to a number of regulations designed to maintain public trust, including personal independence rules established by the SEC, PCAOB, AICPA and other regulatory bodies. Personal independence rules generally apply to individuals providing services to PricewaterhouseCoopers LLP's audit or attest clients and their affiliates.

The Independence Overview that was sent electronically with this letter summarizes key rules outlined in the independence policy. A full copy of the policy may be obtained from your recruiter. Prior to starting with the Firm, you will be required to confirm your compliance with the PricewaterhouseCoopers LLP independence policy and other requirements through the PricewaterhouseCoopers LLP Independence & Compliance Clearance process. You will receive instructions on how to initiate the clearance process, which must be completed at least seven business days before your start date, upon the Firm's receipt of your signed Employment Agreement.



Certain individuals are required to maintain information on their financial relationships in the PricewaterhouseCoopers LLP independence monitoring system, *Independence Checkpoint*. Should you be subject to this requirement, additional information, support and instructions will be provided during your clearance process. In addition, individuals required to maintain their interests in Independence Checkpoint are also required to participate in the Brokerage Simplification Program. Information on this program and deadlines for participation are included in the BSP Overview that was sent electronically with this letter.

As a Firm employee, it also will be your responsibility to comply with all applicable laws, regulations and Firm policies, including *Living our Purpose and Values*, *PwC's Code of Conduct* and *Our Standards*, the US supplement to *PwC's Code of Conduct*. The PricewaterhouseCoopers LLP Ethics & Compliance office has resources to assist you, and upon starting with the Firm, you will receive more information regarding your ethics and compliance responsibilities and resource contact information.

Further information about the Independence clearance process and the PricewaterhouseCoopers LLP Ethics & Compliance Office can be found in the Independence Overview, as well as in your employment agreement. If you have questions about any of your independence or compliance responsibilities, or would like to learn about programs available to help you comply with personal independence rules, please call the Compliance Resource Center toll-free at 1-877-PWC-HELP, option 5 (inside US only) or at 1-813-351-6465, option 5 (outside US only). If you have a question about your ethics responsibilities or Firm policies or would like to report a concern (anonymously, if preferred), please contact the Ethics HelpLine at 1 (888) 438-4427 (toll free), us_ec-ethicshelpline@pwc.com or pwc.com/us/ethicshelpline.

Withholding Taxes

All taxable payments to you will be made subject to applicable withholding taxes and authorized deductions.

Employment Agreement and Arbitration Agreement

The terms of your employment are set forth in the Employment Agreement sent electronically with this letter. The Employment Agreement incorporates an Arbitration Agreement, under **which you and the Firm mutually waive the right to a trial before a judge or jury in court in favor of arbitration for all Covered Claims (as defined in the Arbitration Agreement)**. The Arbitration Agreement also requires that Covered Claims be arbitrated on an individual basis, and prohibits claims on a class, collective, consolidated or representative basis. You must sign the Employment Agreement, which includes the Arbitration Agreement, by following the instructions on the Signature Page sent with this letter, in order to accept our employment offer. The Employment Agreement will become effective on your first day of employment with the Firm; provided, however, that the Arbitration Agreement shall become effective on the date you sign the Employment Agreement.



At-Will Employment

Our offer of employment is not a commitment of employment for any specific duration. Your employment with the Firm will be at-will, which means that the Firm may change the terms and conditions of the employment relationship, and that you may leave the Firm, or the Firm may require you to leave its employ, for any reason or for no reason, at any time. The at-will nature of your employment with the Firm is not subject to change other than through a written agreement signed by PricewaterhouseCoopers LLP's Human Capital Leader or Office of the General Counsel.

Contingency Matters

Please note that this offer and your continued employment are contingent upon satisfying each of the following:

- Return of your signed Employment Agreement no later than 09/05/2022
- Successful completion of your degree and maintenance of your academic standing
- If applicable, successful completion of your additional internship(s) with the Firm
- Submission of the completed Confirmation of Independence form, PCAOB consent, and Independence Questionnaire, and compliance with the PricewaterhouseCoopers LLP independence policy
- Background investigation results satisfactory to the Firm
- Resolution to the Firm's satisfaction of any potential issues concerning any restrictive covenants or other restrictions on competition to which you may be subject
- If you are a former federal government or military employee and are subject to an opinion letter issued by a federal government agency ethics officer, the Firm's receipt of an acceptable agency ethics officer opinion letter

Your authorization to work in the United States, which is a condition of your commencing and continued employment with the Firm, will be verified electronically through the Department of Homeland Security's employment eligibility verification system, eVerify. If you are or will be on a Firm-sponsored work visa, please refer to the E-Verify Participation Poster and the Employment Agreement for important information.

Please review the Employment Agreement (including the Arbitration Agreement). To accept our offer, please sign your name on the Signature Page below.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAYmWqW_voiJKDxVwVR-XunD_PYZ2MHJk3

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PricewaterhouseCoopers LLP Employment Agreement

In consideration of your employment with PricewaterhouseCoopers LLP (the "Firm") and for other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, you, Robert Bautista, hereby acknowledge and agree that:

1. Compensation.

Salary. As a(n) Associate in the Firm's Las Vegas, Nevada office, you will be compensated at a rate of \$ [REDACTED] per month, payable semi-monthly, which represents \$ [REDACTED] when computed on an annual basis. Such compensation will be subject to applicable withholding taxes and authorized deductions. Your compensation generally will be reviewed once each fiscal year for the purpose of determining whether any adjustment is appropriate; however, the Firm may make changes to or adjust compensation, up or down, during the year for business or other reasons. Salary increases, if any, generally are made effective July 1st.

Changes to Starting Compensation. Notwithstanding the foregoing, the amount of your starting salary is subject to increase or decrease prior to your start date. In such case, you will be notified in writing prior to your start date of any such adjustments.

Incentive Compensation. Under the Firm's current incentive programs, you may be eligible for an annual performance bonus equal to a percentage of your base salary. The amount of such bonus, if any, will be based on your staff level, Firm performance and your individual performance. The annual performance bonus currently is expected to be paid once each fiscal year to employees; the amount and timing of, and eligibility for, any bonuses are at the sole discretion of the Firm. In addition to an annual performance bonus, you may be eligible to participate in other Firm rewards and recognition programs. The Firm provides rewards and bonuses as an incentive for your continued employment with the Firm. You must therefore be actively employed by the Firm on the date any bonus or reward is to be paid in order to earn and be eligible to receive it.

2. Benefits.

You will be invited to participate in the comprehensive benefits program offered by the Firm to its employees - from medical, life, disability and other insurance programs to savings and retirement plans and an array of work/life effectiveness policies and programs - subject to the terms and conditions of the respective plans. The benefits currently offered by the Firm are outlined in the Staff Benefits Summary. The Firm reserves the right to change or eliminate these benefits in its sole discretion at any time. Also, the Firm will reimburse you for appropriately documented, reasonable expenses you incur while working on Firm business, in accordance with its business expense reimbursement policies.



3. Duties and Responsibilities.

You agree that you will devote substantially all of your working time and attention to the performance of your assigned duties as required, and will not, without the written consent of the Firm, engage, directly or indirectly, in any other employment, business or professional activity for compensation, profit or financial gain. You further agree that, at all times during your employment with the Firm, you will act in the best interest of the Firm. You also agree that you will not assume any paid or unpaid directorships; however, this restriction does not apply to directorships in non-client charitable, civic, educational, social or other similar nonprofit organizations, to the extent such activities do not conflict with the Firm's policies, including, without limitation, the PricewaterhouseCoopers LLP independence policy.

4. Employment-at-Will.

This Employment Agreement does not constitute, and may not be construed as, a commitment to employment for any specific duration. The duration and terms and conditions of your employment relationship with the Firm will be at-will, which means that the Firm may change the terms and conditions of the employment relationship, and that you may leave the Firm, or the Firm may require you to leave its employ, for any reason or no reason, at any time.

5. Termination of Employment.

a. Termination by the Firm. If, following the commencement of your employment, your employment is terminated by the Firm for reasons other than professional, legal, ethical or Firm policy violations by you, subject to the notice/severance plan then in effect for the Firm's employees (the "Severance Plan"), you will be provided with one week's notice for every year of service, with a minimum of two weeks and a maximum of six weeks. The Firm reserves the right under the Severance Plan to pay your base salary in lieu of continued employment for any or all of the applicable notice period.

b. Termination by You. If, following the commencement of your employment, you resign, you agree to provide the Firm with at least two weeks' notice to allow an orderly transition of your responsibilities. If the Firm chooses to end your employment before the end of the two weeks, it will pay your base salary for the remainder of that two week period. For purposes of clarity, the Firm shall not be obligated to pay your salary for any notice period exceeding two weeks, irrespective of the amount of notice provided. If you do not provide at least two weeks' notice, you will be paid only through your last day of employment, even if the Firm chooses not to continue your employment for the full notice period that you provided. You agree that, prior to your departure, you will provide the Firm with the name of your subsequent employer or other professional affiliation and the position you intend to assume.



6. Ethics, Independence and Other Compliance Responsibilities.

a. General. You agree that it is your personal responsibility to comply with the Firm's policies and the laws and regulations applicable to the Firm's business, including, without limitation:

- Maintaining your independence in accordance with the PricewaterhouseCoopers LLP independence policy and the rules of applicable regulatory bodies;
- Consistently demonstrating ethical conduct in accordance with Firm policies, including *PwC's Code of Conduct* and *Our Standards*, the US supplement to *PwC's Code of Conduct*;
- Maintaining your CPA license(s) as required by Firm policies and relevant jurisdictions, if applicable;
- Cooperating and complying with the regulatory requirements of the Public Company Accounting Oversight Board (PCAOB), including, without limitation, complying with and cooperating as requested with internal investigations and inquiries, providing testimony, producing documents, and contacting the PricewaterhouseCoopers LLP OGC HelpLine at 646-471-1100 immediately to report certain criminal or regulatory matters.

If you are ever uncertain about your obligations, you agree to contact one of the following PricewaterhouseCoopers LLP resources for clarification and guidance:

- the OGC HelpLine regarding reporting certain criminal or regulatory matters;
- the Compliance Resource Center regarding compliance or independence responsibilities; or
- the Ethics HelpLine to ask a question about your ethics responsibilities or *PwC's Code of Conduct* or to report a concern.

b. Independence. The U.S. accounting profession is subject to many regulations designed to maintain public trust, including independence rules established by the SEC, PCAOB, AICPA and other regulatory bodies that govern the profession. "Independence" refers to the ability of individuals who provide professional services at public accounting firms to act with objectivity and impartiality in their work, and encompasses a number of rules, including, without limitation, those relating to personal and business relationships and permissible personal financial holdings. Independence obligations prohibit, among other things, you, your spouse/spouse equivalent and your dependents from holding certain positions with or investing in certain audit/attest clients of firms in the PricewaterhouseCoopers global network of firms (the "Network Firms") and such clients' affiliates. Similarly, a non-dependent close relative's position with, or material investment in, an audit/attest client of a Network Firm may impair your compliance with PricewaterhouseCoopers LLP's independence rules. Without limiting the foregoing, the independence rules applicable to the Firm may prohibit you from holding certain board or board committee roles and/or trustee appointments.

Because it is important that you become familiar and comply with the PricewaterhouseCoopers LLP independence policy, you agree to review such policy and, throughout your career with the Firm, to



remain alert to changes in your clients, role, location or financial interests and relationships that may affect your independence status. Before joining the Firm and periodically thereafter, you will be required to confirm your compliance with the PricewaterhouseCoopers LLP independence policy.

In connection with your independence obligations, the Firm or its regulators may request, and you agree to provide, relevant and up-to-date financial and tax information relating to you, your spouse/spouse equivalent, and your dependents. Depending on your role, you also may be required to maintain a current record of your financial interests and other financial relationships (but not their value) in a PricewaterhouseCoopers global network database. If an impairment of PricewaterhouseCoopers LLP's independence or a conflict of interest exists or is likely to occur, you may be required to dispose of securities or resolve other independence issues on short notice and on terms that may be disadvantageous to you. Without limiting the foregoing, consistent with the above, under certain circumstances the Firm may require that you resign from your board or board committee role and/or trustee appointment. The Firm also may require that you relocate to another Firm office or even separate from its employ.

7. Confidential and Proprietary Information.

Information, documents and materials relating to any of the Network Firms and their respective parents, affiliates, subsidiaries, subcontractors, agents, clients, vendors, licensors or suppliers ("Confidential Information") must be treated as confidential and proprietary and may only be used, distributed, disclosed or accessed by you for business purposes related to your employment duties with the Firm. You have an obligation to maintain Confidential Information in strict confidence and to protect and safeguard Confidential Information from unauthorized use, distribution and disclosure. By way of example, Confidential Information may include trade secrets; inventions (whether or not patentable); professional and technical manuals; business forms and processes; computer systems (including hardware, software, databases and information technology systems); client service or other methodologies; sales and related forecasts; marketing and business development plans and strategies; client and prospective client files, lists and materials, and all other information related to clients or prospective clients; research materials; work product and deliverables; and project notes and plans. Information shall not be deemed Confidential Information if it is or becomes available in the public domain other than as a result of an unauthorized use, disclosure or action by you, at your direction or on your behalf, or by any other person who directly or indirectly receives such information from you.

Because Confidential Information is extremely valuable and may be subject to laws restricting disclosure or other obligations of confidentiality, the Network Firms take measures to maintain its confidentiality and guard its secrecy. Confidential Information may not be copied, disclosed, distributed, accessed or used by you (or at your direction or on your behalf) during your employment with the Firm except to the extent necessary to carry out Firm business and, where applicable, only as required or authorized under the terms of any agreements between or among the Network Firms and their respective parents, affiliates, subsidiaries, clients, subcontractors, agents, licensors, vendors and suppliers. When you leave the Firm, you agree not to use, distribute, disclose or access Confidential Information or to take or keep, or provide to any third party, any Confidential Information, irrespective of format, and you agree to return all



Confidential Information to the Firm before your departure. The restrictions and obligations in this section apply regardless of whether you created, participated in creating, were in possession of, or had access to, information, documents or materials constituting, summarizing, utilizing, containing or otherwise referencing Confidential Information. If you are ever asked to disclose any Confidential Information, whether pursuant to law, statute, rule or regulation (including any subpoena or similar form of process), or by professional standards or guidelines, or otherwise, the Firm requests that you contact PricewaterhouseCoopers LLP's Office of the General Counsel. These confidentiality restrictions are permanent and do not terminate, lapse, expire or otherwise cease upon your departure from the Firm.

Notwithstanding anything to the contrary contained in this Employment Agreement, you may, without informing or obtaining prior authorization of the Firm: (i) disclose trade secrets in confidence to a federal, state or local government official, either directly or indirectly, or to your attorney, solely for the purpose of reporting or investigating a suspected violation of law that directly pertains to the trade secrets; (ii) disclose trade secrets in a complaint or other document filed in an arbitral, judicial or administrative proceeding that directly pertains to the trade secrets, if such filing is made under seal; and, (iii) disclose trade secrets to your attorney and use the trade secrets in an arbitral, judicial or administrative proceeding brought by you against the Firm alleging retaliation for your having reported a violation of law, provided that you file any document containing the trade secrets under seal and do not otherwise disclose the trade secrets, except as required by court order.

8. Insider Information.

You are prohibited from using or sharing information not publicly disclosed, which you obtain during the course of your work for the Firm, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Firm's clients or prospective clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Firm must maintain independence.

9. Intellectual Property.

You agree that, upon request by the Firm, you will inform the Firm whether or not you are the owner, in whole or in part, of any patents, design rights (registered and unregistered), trademarks, service marks, copyrights, database rights, trade secrets, or any applications for any such rights (collectively, "Intellectual Property"). If you are the owner of any such Intellectual Property, you further agree that you will furnish all detail regarding such Intellectual Property as requested by the Firm. You agree that you will not incorporate, or permit to be incorporated, any such Intellectual Property, or any Intellectual Property owned by any third party, into a Firm product, process or service without the Firm's prior written consent. Nevertheless, if, in the course of your employment with the Firm, you incorporate into a Firm product, process or service any Intellectual Property owned by you, you hereby grant to the Firm a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use,



sell, offer to sell, and exploit in any other way such Intellectual Property as part of or in connection with such product, process or service, and to practice any method related thereto.

You agree to disclose promptly to the Firm any and all inventions, discoveries, techniques, technologies, methodologies, writings, software, improvements, and any other works developed, conceived or created by you, either alone or in conjunction with others, at any time during your employment and related to the actual or expected business or activities of the Firm ("Works"), including, without limitation, Works created in connection with services provided to clients. You hereby assign all of your rights, titles and interests in Works (including, without limitation, all intellectual property contained therein) to the Firm. Whenever requested to do so by the Firm, you agree to cooperate and do all things necessary, including, without limitation, executing all applications, assignments or other instruments that the Firm shall deem necessary to apply for and obtain letters patent or copyrights of the United States or any foreign country, or otherwise protect the Firm's interests therein. If you do not execute such instruments within five days of their being presented to you, you hereby appoint the Firm with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable. These obligations shall continue beyond the conclusion of your employment, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

Notwithstanding the foregoing, any provision in this Employment Agreement requiring you to assign or license, or to offer to assign or license, your rights in any Work to the Firm does not apply to an invention or work of authorship that you developed entirely on your own time without using or referring to the Firm's resources, equipment, supplies, facilities, Confidential Information or trade secrets; provided, however, that such provisions shall remain applicable to those inventions or works of authorship that either (i) at the time of creation, conception or reduction to practice of the work or invention relate to the Firm's business, or to actual or demonstrably anticipated research or development of the Firm, or (ii) result from any work performed by you for the Firm. You acknowledge that you bear the burden of proving that an invention or work of authorship is exempt from the assignment provisions of this Employment Agreement. You agree to disclose to the Firm, in confidence, all inventions or works of authorship made solely by you or jointly with others at any time during the term of your employment with the Firm, for a review process under which the Firm may determine such issues as may arise, including, without limitation, the Firm's rights and your rights in such inventions or works of authorship.

10. Continuing Obligations.

In accepting the Firm's offer of employment, you represent that you have not taken, and agree that you will not take in connection with your employment with the Firm, any action that would violate any contractual or other restriction or obligation that is binding on you or any continuing duty you may owe to others. Without limiting the generality of the foregoing, you agree that, if you have signed a confidentiality, non-disclosure or other similar type of agreement with any former employer or other party, you will comply with the terms of any such agreement to the extent that its terms are valid pursuant to applicable law and you further agree that you will not improperly use, share, disclose, distribute or access the confidential or proprietary information of a third party in connection with your employment with the Firm. You represent and warrant that, after undertaking a careful search (including, without limitation, searches of any



computers, cell phones, other electronic devices and hard copy documents), you have returned all property (including, without limitation, property containing confidential information) belonging to all former employers or other parties.

If you are a former federal government or military employee and are subject to an opinion letter issued by a federal government agency ethics officer, you represent that you have provided a copy of such opinion letter to the Firm. You agree to fully comply with the guidance set forth in such letter and not to engage in any activity that reasonably could be perceived as a personal conflict of interest under such letter. You also agree to inform the PricewaterhouseCoopers LLP Ethics & Compliance Office or the PricewaterhouseCoopers LLP Office of the General Counsel immediately if anyone requests that you take any action that would cause you to violate the guidance set forth in such opinion letter.

11. Non-Solicitation.

a. Non-Solicitation of Personnel.

(i) Prohibition on Solicitation. You agree that, during your employment and for two years following your departure from the Firm for any reason, you will not directly or indirectly solicit, induce or retain, or assist others in soliciting, inducing or retaining, current or "Former" Personnel to become associated with, or perform services of the type the Firm or a direct or indirect parent, subsidiary or other affiliate of the Firm (each, a "Firm Affiliate") can render on behalf of, you or any employer or third party, or otherwise disrupt, impair, damage or interfere with the Firm's or a Firm Affiliate's relationship with Personnel. "Personnel" means (i) Firm partners, principals, officers, managers, directors, and employees; and (ii) Firm Affiliate partners, principals, officers, managers, directors, and employees with whom you had material personal contact while providing services as an employee of the Firm at any time within 12 months before your departure from the Firm. "Former" Personnel are Personnel who leave the Firm or a Firm Affiliate within six months before or after you leave the Firm.

(ii) Remedies. You acknowledge and agree that the amount of damages resulting from any breach by you of section 11(a)(i) is uncertain and will be difficult to ascertain or calculate with precision. If you breach section 11(a)(i), in addition to any other legal and equitable remedies the Firm or a Firm Affiliate may have, you agree to pay to the Firm or Firm Affiliate liquidated damages in an amount equal to 30% of the solicited, induced or retained individual's gross annual compensation at the time of departure (including, without limitation, base salary, commission, bonus and the like) to cover replacement costs, and an additional 10% of such annual compensation to cover costs associated with training such individual's replacement. You agree that such damages are a reasonable and fair estimate and calculation of the amount of damages that the Firm or Firm Affiliate will incur as a result of your breach of section 11(a)(i). You agree to make the payment of such damages to the Firm or Firm Affiliate within 30 days from the sending of a written notice to you advising you of the amount due.

12. Injunctive Relief.



In the event of a breach or threatened breach by you of any provision of sections 7, 9 or 11 of this Employment Agreement, you agree that the Firm or Firm Affiliate, as applicable, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief from an appropriate forum, subject to the arbitration agreement attached hereto as Exhibit A and incorporated herein by reference (the "Arbitration Agreement"). You further agree that no bond shall be required to be posted by the Firm or Firm Affiliate, as applicable, in connection with any such application for provisional or injunctive relief. The Firm or Firm Affiliate, as applicable, may pursue any remedy available to it (including, without limitation, those remedies set forth in Section 11(a)(ii) above), concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy, nor shall the election not to seek enforcement of any provision of this Employment Agreement in any instance or for any period of time operate or be construed as a waiver of such provision or of the right to seek enforcement of such provision in the future.

13. Assignability.

You may not assign any of your rights or obligations under this Employment Agreement. This Employment Agreement shall be binding upon and inure to the benefit of the Firm's successors and assigns. Without limiting the foregoing, the Firm may assign its rights and delegate its duties hereunder in whole or in part to any Firm Affiliate or to any transferee of all or a portion of the assets or business to which this Employment Agreement relates.

14. Severability.

Except with respect to the terms set forth in the Arbitration Agreement, which contains its own severability provision, if any term or condition set forth in this Employment Agreement is found by a court, arbitral tribunal, or other tribunal to be unenforceable, then the remaining terms and conditions will remain in full force and effect. Terms and conditions found to be unenforceable, if any, will be modified by the court or tribunal to conform to a provision that most closely expresses the intent of the unenforceable term or condition.

15. Dispute Resolution.

You and the Firm agree, as a condition precedent to your employment, to be bound by the terms of the Arbitration Agreement, which requires both you and the Firm to submit to final and binding arbitration all claims covered under the Arbitration Agreement.

16. Government Access.



Nothing in this Employment Agreement is intended to or shall (x) prevent, impede or interfere with your ability to file a charge or complaint with any federal, state or local government agency or commission, or any self-regulatory authority (each, a "Government Agency"), or (y) limit your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding conducted by any Government Agency, including providing documents or other information, without notice to or prior authorization from the Firm.

17. Work Authorization.

If you are or will be on a Firm-sponsored work visa, you agree to, and must remain in compliance with, the Visa and Work Authorization requirements attached as an exhibit hereto and incorporated herein by reference.

18. Applicable Law.

This Employment Agreement is governed by the laws of the State of New York without regard to its conflict of laws principles and provisions, and irrespective of your practice location, unless otherwise required by the law of the state in which you primarily reside and work.

19. Representations.

You acknowledge that you have not relied on any representations or statements, whether oral or written, regarding your employment with the Firm, other than as contained in this Employment Agreement.

20. Entire Agreement; Modifications.

You acknowledge that this Employment Agreement, including any exhibits attached hereto, supersedes all prior oral or written agreements or understandings with the Firm; provided, however, that any agreements with the Firm regarding repayment obligations, shall remain in full force and effect in accordance with their terms. This Employment Agreement may be modified only by a writing signed by the leader of your practice unit, or his or her designee; provided, however, that any modification of section 4 or section 15 of this Employment Agreement must be signed by PricewaterhouseCoopers LLP's Human Capital Leader or Office of the General Counsel.

21. Headings.

Section headings are used herein for convenience of reference and shall not affect the meaning of any provision of this Employment Agreement.



22. Electronic Signature and Effective Date.

To evidence your acceptance of the terms and conditions of this Employment Agreement, you have electronically signed this Employment Agreement by signing your name on the Signature Page below. You acknowledge and agree that your electronic signature is the legal equivalent of signing this Employment Agreement by hand. This Employment Agreement shall become effective on your first day of employment with the Firm, provided, however, that the Arbitration Agreement shall become effective on the date you sign this Employment Agreement.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAYmWqW_voiJKDxVwVR-XunD_PYZ2MHJk3

Arbitration Agreement

We value our employees and recognize the importance of maintaining strong employee relations. We recognize, however, the possibility that disputes may arise between you and PricewaterhouseCoopers LLP, and/or its subsidiaries or affiliates based in the U.S. (individually and collectively, the "Firm"). To support a full, fair and timely resolution of any disputes, the Firm has instituted this agreement ("Arbitration Agreement" or "Agreement").

1. Agreement to arbitrate on an individual basis

You and the Firm agree to individually arbitrate all disputes. This Agreement is a mandatory condition of employment and is effective on the date you sign your employment agreement and it survives your separation from employment (for any reason).

This Arbitration Agreement includes, but is not limited to, disputes based on acts or omissions occurring prior to, on, or after acceptance of the Agreement, when the dispute relates in any way to, or arises out of, your employment. For example, this Arbitration Agreement includes disputes related to your application for employment, offer of employment, employment agreement, promotional opportunities, performance feedback, pay or compensation, benefits, separation from employment, or work experience. This Agreement requires arbitration of disputes against the Firm as well as any of its current and former partners, principals, officers, managers, directors, employees, agents, benefit plans, or benefit plan administrators.

This Agreement applies to claims arising under any federal, state, or local statute, ordinance, regulation, public policy, or common law. Covered claims include, but are not limited to, those arising under wage and hour laws, laws concerning harassment or hostile work environment, discrimination and retaliation, and any other laws regarding employment, claims for breach of contract, breach of post-employment



restrictive covenants, breach of fiduciary duty, fraud or misappropriation, and misappropriation of trade secrets. For example, covered claims include those arising under the following federal laws: Title VII, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, the Family and Medical Leave Act, the Equal Pay Act, the Americans with Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, and the Employee Retirement Income Security Act ("ERISA"). With respect to ERISA claims, you must exhaust any relevant plan claims procedures prior to invoking arbitration.

You or the Firm may seek injunctive relief from a court of competent jurisdiction only when doing so is in aid of arbitration or where the arbitration award may be rendered ineffectual without such relief.

2. Claims excluded from mandatory arbitration

Claims for unemployment insurance, state disability insurance, or workers' compensation benefits are excluded from mandatory arbitration.

In addition, this Agreement excludes from mandatory arbitration claims that cannot be subject to a pre-dispute arbitration agreement under relevant law, after applying the Federal Arbitration Act ("FAA") and its preemption principles, including but not limited to claims brought under Section 806 of the Sarbanes-Oxley Act.

3. Class and representative action waiver

To the extent permitted by law, you waive the ability (if any) to proceed on a class, collective, consolidated, or representative basis. This means that all covered claims shall proceed in arbitration on an individual basis, and that the arbitrator's authority to issue an award will be limited to your individual claims. If there is a question about whether this Agreement is an enforceable waiver of your right to bring, or participate in, a class, collective, consolidated, or representative action, such a question shall be heard or decided only by a court of competent jurisdiction. Any class, collective, consolidated, or representative claim for which a court of competent jurisdiction does not apply this agreement's waiver, shall be heard and/or decided only by a court of competent jurisdiction.

4. Jury waiver

In connection with any claims that will proceed in court, to the full extent enforceable by law (after taking FAA preemption into consideration), you and the Firm **WAIVE ANY RIGHT TO A JURY TRIAL.**

5. Employment at will

It is also noted that while this Agreement sets out important terms with respect to dispute resolution, it is



not a contract of employment for any definite term. This Agreement does not change your status as an employee "at will."

6. Relevant governmental or regulatory agencies

This Agreement does not affect your right to file a charge with, make a complaint to, or otherwise participate in an investigation by the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Securities and Exchange Commission, Public Company Accounting Oversight Board, state boards of accountancy, or other relevant government agencies, nor does it affect such agencies' enforcement authority (including their authority to pay a whistleblower award). You may only seek monetary relief from the Firm with respect to a covered claim, however, through arbitration under this Agreement.

7. Arbitration procedure and applicable rules

a. JAMS rules

The arbitration hearing is a private proceeding and shall be held under the auspices of JAMS, in accordance with JAMS Employment Arbitration Rules & Procedures, except to the extent such rules are inconsistent with this Agreement, and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness. The arbitration proceedings, including any award, shall be confidential, except as necessary to comply with a subpoena or court order, prosecute or defend a covered dispute, enforce an arbitration award, or meet a reasonable business need of the Firm.

Copies of the applicable rules and procedures may be found at www.jamsadr.com. To be timely, the demand for arbitration form must be received by JAMS within the statute of limitations applicable to the claims asserted. The arbitration will take place in the county of your assigned work office, unless the parties agree otherwise.

b. Arbitrator qualifications and authority

Arbitrations will proceed before a single arbitrator, who must have substantive knowledge relevant to all claims at issue in the arbitration.

For arbitrations that have one or more claims arising under trade secret, patent, copyright or trademark law, the arbitration shall be conducted by (and all claims shall be decided by) a panel of three neutral arbitrators - all of whom must be members of JAMS Intellectual Property Practice Group.

The arbitrator(s) shall have the authority to award all remedies available to the Firm, and to you, individually, under applicable law. Except as set forth in section 3 above, the arbitrator(s) shall have the authority to decide jurisdictional and arbitrability disputes, including disputes over the formation,



existence, validity, interpretation, or scope of this agreement and who are proper parties to the arbitration.

c. Costs and fees

The Firm shall pay all costs that are unique to arbitration, including arbitrator fees and JAMS' fees, except for JAMS' initial case management fees (up to the amount of the applicable filing fee in court in the employee's jurisdiction). Each party shall pay its own attorneys' fees and costs not unique to the arbitration. Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.

8. Choice of law

This Agreement shall be governed by the FAA and, if the FAA does not apply, by New York law, without regard to its conflict of laws principles, unless otherwise required by the law of the state in which you primarily reside and work.

9. Integration; Modification

Except as stated herein, this is the parties' entire agreement on the subject of dispute resolution, superseding all prior representations, negotiations, or agreements as to such subject matter. This Agreement may be modified only by a writing signed by the Firm's People Teams Leader or Office of the General Counsel.

10. Severability

To the extent that any provision of this Agreement is determined to be invalid or unenforceable, it shall be severed from the Agreement, and the rest of the Agreement shall be enforced to the maximum extent permitted by law; **provided, however, that under no circumstance shall a claim brought on a class, collective, consolidated, or representative basis proceed in arbitration. Instead, such claims must proceed (if at all) in a court of competent jurisdiction.**

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EXHIBIT - Visa and Work Authorization



As an employee of the Firm, you must be authorized to work in the U.S. for the Firm. The Firm, in its sole discretion, may petition for appropriate visa status on behalf of you and your dependent family members, if any. You agree that all immigration-related matters relating to your employment with the Firm for you and your dependent family members must be handled by immigration counsel for the Firm and coordinated by Firm personnel. If the Firm petitions for appropriate visa status on behalf of you and your dependent family members, it will pay the related attorneys' fees and filing costs. You agree to cooperate fully with the Firm's counsel and personnel.

If your or any dependent family member's visa status is scheduled to expire while you are employed by the Firm, the Firm, in its sole discretion, and depending upon your visa classification, may petition for any necessary visa extensions for you and assist with filing applications by your dependent family members, again utilizing immigration counsel for the Firm and paying the related attorneys' fees and filing costs. You acknowledge and agree that it is your responsibility to monitor your and your dependent family members' visa status, as well as any employment authorization documents, as applicable, in the United States and to notify the Firm sufficiently in advance of any expiration dates or changes in circumstances that may affect your visa status or the status of any dependent family members.

The Firm reserves the right to change or terminate its petition for, sponsorship of or assistance with any visa status application, in its sole discretion, at any time. If you leave the Firm's employ for any reason, the Firm shall have no obligation to continue to petition for visa status or to sponsor or otherwise assist you or your dependent family members in the visa process.

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SIGNATURE PAGE

I have read, understand, and agree to the terms and conditions of the following agreement(s):

- Employment Agreement (including the Arbitration Agreement)

To evidence my acceptance of the terms and conditions of the above agreement(s), I have electronically signed my name below. I acknowledge and agree that my electronic signature below is the legal equivalent of signing each of the above agreement(s) by hand.

Robert Allen Bautista
Robert Allen Bautista (Aug 23, 2022 12:21 PDT)



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAYmWqW_voiJKDxVwVR-XunD_PYZ2MHJk3

EXHIBIT B

From: Robert Bautista <rbrtbtst16@gmail.com>
Sent: Friday, November 15, 2024 2:21 PM
To: Higgins, Kristin Snyder <kristin.higgins@ogletreedeakins.com>
Cc: robert.bautista16@yahoo.com; Dargene, Natalie <natalie.dargene@ogletreedeakins.com>
Subject: Re: Lawsuit against PwC - Arbitration Agreement [ODNSS-UGL.240624.000057]

[Caution: Email received from external source]

Hi Kristin,

Yes, please proceed with the arbitration process.

On Thu, Nov 14, 2024 at 11:31 AM Higgins, Kristin Snyder <kristin.higgins@ogletree.com> wrote:

Mr. Bautista,

We represent PwC with respect to the claims you have brought against it in the Northern District of Texas. While the delivery of the Complaint to a receptionist in Tampa was not proper service under the Rules of Procedure, we are aware of the suit and intend to appear. Note, though, you signed an Arbitration Agreement with PwC. Therefore, we will be moving to compel your case to arbitration. Please let us know if you agree so that we can move quickly to get this into the correct forum.

Thanks,

Kristin

Kristin Snyder Higgins | Ogletree Deakins

[8117 Preston Road, Suite 500 | Dallas, TX 75225](https://www.ogletree.com) | Telephone: 214-414-0066

kristin.higgins@ogletree.com | www.ogletree.com | [Bio](#)

*Board Certified - Labor and Employment Law - Texas Board of Legal Specialization

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